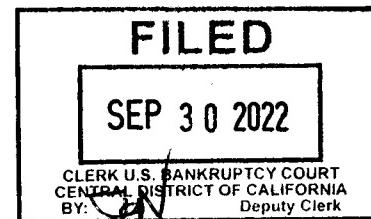


1 *Smith, Andre Mario. Esquire*
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3 Lemon Grove, California, 91946
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5 Fax Number: N/A
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Attorney in-Fact; Lawful Counselor for:
Special Interested Party Andre Mario Smith;
and *andre-mario: smith.*
Special Appearance Only
ANDRE MARIO SMITH, Pro Se



7 **UNITED STATES DISTRICT COURT IN AND FOR THE**
8 **THE CENTRAL DISTRICT OF CALIFORNIA**
9 **BANKRUTCY DIVISION**

11 In re:) Case No.: 2:21-bk-18205-DS
12 CRESTLLOYD, LLC,) Chapter 11
13)
14 Debtor and Debtor without possession.)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

) *Special Interested Party, Andre Mario Smith, by and through its duly authorized representative Notice of Objection and; Objection to Supplement to alleged Buyer and Debtor Without Possession Motion and Joint Motion (I) To Enforce the Sale Order, and (II) Request for Hearing*
Date: To be determined
Time: To be determined
Place: Tribunal-room 1639
255 E. Temple St.
Los Angeles, CA 90012

Greetings to all these Presents shall come.

Know all men by these Presents.

Notice to Agent is Notice to Principal.

Notice to Principal is Notice to Agent.

To ach Party and their Attorney(s) of Record.

To Each Party and their Counsel.



OBJECTION HEARING NOTICE

(1.) It appears you are hereby Noticed; Please take Notice that it appears on September 20, 2022, at 08:30 a.m., or as soon thereafter as possible, in Department 1639 at the UNITED STATES BANKRUPTCY COURT, Central District of California (in and for Los Angeles County), located at 255 E. Temple St., Los Angeles, CA 90012, Special Interested Party, Principal, Andre Mario Smith, ("the-one") by and through its duly authorized representative, will, and hereby does, demur, move to set aside the information, and-or otherwise object to (alleged) BUYER'S, Mr. Richard Saghian ("Mr. Fashion-Nova.com") AND DEBTOR'S (without possession) Crestlloyd, LLC ("Debtor WOP"), together/jointly ("Movant"), SUPPLEMENT TO (alleged) BUYER'S AND DEBTOR'S JOINT MOTION (I) TO ENFORCE THE SALE ORDER, AND (II) REQUEST FOR A HEARING.

(2.) Dated: September 24, 2022

Peacefully ordered,

© 2012
by Andre Mario
attorney in-fact; lawful
counselor for Andre Mario
Smith. All rights reserved.

OBJECTION/DEMURRER /MOTION TO SET ASIDE INFORMATION

TO MOVANT PAPERS AND THE ITEMS CONTAINED THEREIN

(3.) It appears, among many other things, Movant is distressed.

(4.) It appears Movant, perhaps by/through its' Counsel(s), remains incompetent.

(5.) It appears Movant refuses to accept, among many other laws, the Government Code enacted and/or adopted by the California Legislature, including but not limited to, the adoption of the current recording system, adopted September 09, 1850, by which evidence of title or interests in the title could be

1 collected and maintained in a convenient and safe public place.

2 (6.) It appears Movant not only seeks to unlawfully undermine the purpose of
3 establishing and adopting this recording system, which was, in relevant part,
4 “...to inform persons planning to purchase or otherwise deal with land about
5 the ownership and condition of the title,” but also to unlawfully enjoin this
6 tribunals’ enforcement in their egregiously unlawful and otherwise
7 treasonous prayer(s); prayer(s) that are hereby declared and otherwise give
8 rise to moral turpitude.

9 (7.) It appears Movant counsel failed to include a Memorandum of Points and
10 Authorities with its’ Supplement leading any prudent individual to believe
11 the supplement is not based nor rested upon any legitimate nor lawful
12 basis/foundation.

13 (8.) As such, *the-one* objects/demurs/moves to set aside the information.

14 **POINTS AND AUTHORITIES MEMERANDUM**

15 **Introduction**

16 (9.) It appears all men and women know that the foundation of law and commerce
17 exists in the telling of the truth, the whole truth, and nothing but the truth.
18 (10.) It appears truth as a valid statement of reality is sovereign in commerce.
19 (11.) It appears an unrebutted affidavit stands as ruth in commerce.
20 (12.) It appears an unrebutted affidavit is acted upon as the judgment in
21 commerce.

22 **Lawful Bases for Objection(s)**

23 (13.) It appears, except for a jury, it is also a fatal offense for any person, even a
24 Judge/Judicial Officer to impair or expunge, without a Counter-Affidavit,
25 any Affidavit or commercial process based upon an Affidavit.
26 (14.) It appears an official who impairs, debauches, voids, or abridges an
27 obligation of contract or the effect of a commercial lien without proper
28 cause, becomes a lien debtor and his/her property becomes forfeited as the

pledge to secure the lien.

- (15.) It appears Pound breach (breach of impoundment) and rescue is a felony.
 - (16.) It appears it is against the law for a judge/judicial officer to summarily remove, dissolve or diminish a Commercial Lien.
 - (17.) It appears only the Lien Claimant or a Jury can dissolve a commercial lien.
 - (18.) It appears the California Government Code provides, in relevant part, "...that after being acknowledged, any instrument... affecting the title to or possession of real property may be recorded." (Government Code Section(s): 27201, 27201.5, 27287, and 27288)
 - (19.) It appears the word instrument means a written paper signed by a person or persons transferring the title to, or giving a lien on real property, or giving a right to a debt or duty. (Government Code Section 27279[a])
 - (20.) It appears the general purpose of recording statutes is to permit (rather than require) the recordation of any instrument which affects the title to or possession of real property, and to penalize the person who fails to take advantage of recording.
 - (21.) When properly executed, delivered and accepted, it appears a deed transfers title to real property from one person to another person; transfer may be voluntary or involuntary by act of law, such as a foreclosure sale.
 - (22.) It appears priority of recordation ordinarily determines the rights of the parties if there are conflicting claims to the same parcel of land/property, i.e., the title thereto or an interest therein.
 - (23.) It appears the instrument recorded first in the chain of title would generally achieve priority over subsequent recorded instruments.

Conclusion

- 26 (24.) It appears Movant, based on, among many other things, its' "Fraudulent
27 Deed" allegations may be beyond incompetent.
28 (25.) Simply put, *the-ones* ' has 999,999,999 interest, just to name a few, in the

1 lands commonly known as 944 Airole Way, los Angeles, California
2 [90077], and has conveyed its interest by way of quitclaim deed, and,
3 therefore, no fraud exists.

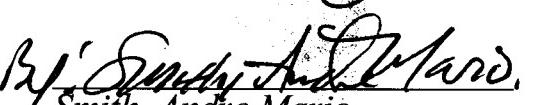
- 4 (26.) *the-ones*' Affidavits lodged/filed/recorded February 16, 2022, stand as truth
5 in commerce and in this matter as;
- 6 (27.) No timely rebuttals nor otherwise have been lodged/filed/recorded nor
7 received and;
- 8 (28.) Having recorded its' instrument at the this tribunal February 16, 2022, more
9 than thirty (30) days prior to creation and or recordation of any other
10 instruments, *the-ones*' instrument is priority and;
- 11 (29.) *The-one* has a paramount claim.
- 12 (30.) Mr. Fashion-Nova.com, according to its Declaration filed
13 contemporaneously with this Supplement, appears to declare he may suffer
14 "significant financial injury" including "upward movement of interest rates"
15 due to a "cloud on his deed," when according to the written laws, Mr.
16 Fashion-Nova has created a cloud on *the-ones*' deed, causing significant
17 financial injury.
- 18 (31.) It appears *the-one* is behooved to remind Mr. Fashion-Nova.com that Nile
19 Niami lost twelve (12) years of his life in addition to very significant
20 financial injury which is what brought these very lands to this very tribunal
21 and allowed the opportunity for *the-one* to acquire the lands, at a significant
22 financial injury of \$ 999,999,999, on January 31, 2022, prior to any
23 jurisdiction of this tribunal.
- 24 (32.) As stated during *the-ones*' limited appearances in this matter, it appears
25 crying over money while completely ignoring the losses and interest of Nile
26 Niami is disgraceful, particularly, for those, like Mr. Fashion-Nova.com,
27 whom seem to be interested only in enriching themselves.

- 1 (33.) It appears *the-one* is behooved to inform Mr. Fashion-Nova.com that he is
2 going to have to act by with and through honor if he intends to find success
3 with these lands and can take its first step(s) in honor by;
- 4 (34.) Contacting Nile Niami and discovering if he would be interested doing
5 business.
- 6 (35.) *the-one* has no interest in doing any business with Mr. Fashion-Nova.com
7 due to the egregious conduct of its agents, including, but not limited to:
8 Jaimie Salanga d/b/a DRAKEN PRIVATE SECURITY, however;
- 9 (36.) *the-one* is still willing to do business with Nile Niami, whom can do
10 business with Mr. Fashion-Nova.com, and perhaps this arrangement can
11 serve as a means to a favorable end for all parties.
- 12 (37.) It appears from the record that there is lack of jurisdiction, among many
13 many other extraordinary things. As shown above *the-one*, by and through
14 its' Counsel, has acted reasonably under the circumstances, Movant has
15 erroneously sued *the-one*, made numerous libelous allegations despite a true
16 and correct record and therefore, demands this tribunal sustain its objection-
17 demurrer to Movant Complaintin its entirety without leave to amend.

18 it is *so ordered*.

19 DATED: September 24, 2022

Peacefully recorded,

20
21
22
23 
24 *By: Andre Mario Smith*
25 *Smith, Andre Mario.*
26 *attorney in-fact; lawful*
27 *counselor for Andre Mario*
28 *Smith. All rights reserved.*



PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

114th Street, San Diego, California 92101

A true and correct copy of the foregoing document entitled (specify): **SUPPLEMENT TO BUYER'S AND DEBTOR'S JOINT MOTION TO ENFORCE THE SALE ORDER AND REQUEST FOR HEARING** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On September 19, 2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On September 19, 2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on September 19, 2022, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 23, 2022

Date

Printed Name

/s/ Earl Woods, Jr. *(Signature)*

Signature

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(Via NEF)

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| 34 | Jessica Wellington | jwellington@bg.law; ecf@bg.law |

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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(Manual Notice)

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